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ABSTRACT

This collective bargaining agreement between the Riverside Community College District and the Riverside Community College Chapter of the California Teachers Association/National Education Association establishes conditions of employment for full-time and some part-time instructors, counselors, librarians, school nurses, child care assistants, and summer school teachers at Riverside Community College. The articles of the agreement set forth provisions related to: (1) recognition of the bargaining agent; (2) notice requirements; (3) management rights; (4) association rights; (5) association membership and payroll deductions; (6) non-discrimination; (7) salaries; (8) fringe benefits; (9) the school calendar; (10) hours of work and faculty load; (11) improvement of instruction and services; (12) personnel files; (13) leaves of absence; (14) safety conditions; (15) reduced teaching service program; (16) transfers; (17) grievance procedures; (18) a no strike/no lockout clause; (19) summer intersession; and (20) duration and termination of the agreement. Salary and compensation schedules, a 1987-88 calendar, and a memorandum regarding maximum class size are appended. (EJV)

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AGREEMENT

between

RIVERSIDE COMMUNITY COLLEGE DISTRICT
and
RIVERSIDE COMMUNITY COLLEGE
CHAPTER CTA/NEA

ED299005

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1987-1990

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AGREEMENT

This Agreement is made and entered into this 13th day of October, Nineteen Hundred and Eighty-Seven, by and between the Riverside Community College District (hereinafter called the "District") and the Riverside Community College Association, CTA/NEA (hereinafter called the "Association").

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SIGNATURE PAGE

This edition of the Agreement between the Riverside Community College District and the Riverside Community College Association, CTA/NEA, is the agreement dated July 17, 1979 as amended by all Memoranda of Agreement signed by the District and the Association between July 17, 1979, and October 13, 1987.

Reviewed and approved:

FOR THE DISTRICT

Charles A. Kane
Superintendent

10.13.87
Date

FOR THE ASSOCIATION

John Elliott
Association President

13 Oct 1987
Date

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Article I - RECOGNITION

A. The Riverside Community College District hereby recognizes the Association as the exclusive collective bargaining representative for the employees in the unit described below and in accordance with the certification issued on October 25, 1981, from the Public Employment Relations Board cases numbered LA-R-485, UM-199, and LA-D-83:

All currently employed: all full-time instructors; counselors librarians, school nurses; child care assistants; summer school teachers and part-time instructors who have taught the equivalent of three or more semesters of the last six semesters inclusive.

The unit shall exclude management, supervisory and confidential employees, those instructors who are teaching less than a full semester and/or less than a full course and those part-time instructors who have not taught at least three semesters of the last six semesters inclusive. Management and/or supervisory employees who are excluded from the unit include, but are not limited to, the following (Note: Titles listed reflect the changes made since October 25, 1981):

President/Superintendent

Deputy Superintendent and Vice President, Administrative Services

Assistant Superintendent and Business Manager

Assistant Superintendent and Vice President, Academic Services

Assistant Superintendent and Vice President, College Planning & Development

Assistant to the President

Dean, Research and Planning

Dean, Student Services

Dean, Performing and Fine Arts

Dean, Occupational Education

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Dean, Corona/Norco

Dean, Counseling and Support Services

Dean, Humanities and Social Sciences

Dean, Learning Resources

Dean, Moreno Valley

Dean, Natural Sciences

Dean, Physical Education, Athletics and Recreation

Dean, Administration of Justice

Dean, Allied Health

Dean, Applied Technology

Dean, Business and Office Administration

Dean, Cosmetology

B. The District and the Association agree that the unit as described in the foregoing paragraphs is appropriate and that neither will seek PERB clarification or amendment of the unit, either as to the exclusions or the enumerated inclusions.

C. Disputes concerning the interpretation and application of this Article are not subject to the grievance procedure in this Agreement. The inclusion or exclusion of new classifications created or added shall be subject to negotiation between the District and the Association, and any disputes shall be submitted to the Public Employment Relations Board.

D. For the purpose of this Agreement, the following definitions apply:

1. Contract Faculty Member. A certificated employee who is appointed to a certificated position requiring more than 60% of a full-time load and who has served the District less than two full years.

2. Regular Faculty Member. A certificated employee who is appointed to a certificated position requiring more than 60% of a full-time load and who has served the District two or more full years.

3. Part-time Hourly Faculty Member. A certificated employee who is appointed to a certificated position requiring 60% or less of a full-time load and whose salary shall be paid on an hourly basis.

Article II - NOTICE

Notices required to be sent in this Agreement shall be in writing and if to the Association shall be mailed to the President, Riverside Community College Association, CTA/NEA, 4800 Magnolia Avenue, Riverside, California 92506, and if to the District shall be mailed to the Superintendent/President, Riverside Community College District, 4800 Magnolia Avenue, Riverside, California 92506. Such addresses may be changed by either party giving written notice to the other.

Article III - MANAGEMENT RIGHTS

A. All matters not specifically enumerated as within the scope of representation in Government Code 3543.2 or not limited by the express terms of other Articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the Board's sole right to manage the District and direct the work of its employees; to determine the level, means and kinds of services provided; to determine the staffing patterns and the number of kinds of personnel required; to determine its organization; to determine assignment and location thereof; to determine performance standards; to decide on the building, location or modification of a facility; to determine the budget and methods of raising revenue; to determine educational objectives and policies; to determine the time and hours of operation of District facilities; to sub-contract work or operations except where expressly forbidden by law; to maintain order and efficiency; to determine rules applicable to employees; to hire, assign, evaluate, promote, discipline, lay-off and transfer employees. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner. The right to determine or decide any of the foregoing shall also include the right to implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently in any of such areas.

B. It is not the intention of the parties, in setting forth the above-mentioned rights of management, to detract or diminish in any way the

consultation rights of the Association as set forth in Government Code Section 3543.2. However, such rights are not part of this contract and it is the parties' intention that the provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.

C. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth above, or any other rights of the District not expressly limited by the language of this Agreement, is not subject to the Grievance Procedure contained in this Agreement.

D. The District retains the right to amend, modify or rescind policies and practices set forth in the Agreement in cases of emergency. An emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action which affects District facilities or equipment or otherwise involves an act of God or specific governmental order requiring the District to take certain action or refrain from taking certain action.

Article IV - ASSOCIATION RIGHTS

A. The Association may use without charge available District facilities at reasonable times for the purpose of meetings concerned with its representation rights at this District and may use typewriters, duplicating equipment, calculating machines and audio-visual machines at reasonable hours when such equipment is not otherwise in use, provided that arrangement for such use shall be made in accordance with established District procedures. Copy machines may be used by the Association at the same cost charged to District programs.

B. The Association shall have the right to use not less than twenty (20) designated faculty bulletin boards for posting notices of its activities, and shall have the right to use faculty mailboxes for communications with faculty members. On such bulletin boards, adequate space (not less than six (6) square feet) specifically reserved for the Association shall be established. The exercise of these rights is subject to generally applicable District regulations. Any notice posted pursuant to this Section shall be clearly identified and dated, and a copy shall be filed with the Deputy Superintendent. Any Association material distributed through the intra-campus mail system shall clearly indicate the Association as the distributor of the material.

C. The District will reproduce or arrange for the reproduction of this Agreement, and the District will distribute a copy to each employee covered by this Agreement then employed and will distribute a copy to each newly hired employee covered by this Agreement at the time of his employment. The District will bear the cost of such reproduction and distribution of the Agreement. The Association at its own expense may order such additional number of copies as it desires.

D. Duly authorized Association representatives shall be permitted to

transact official Association representatives shall be permitted to transact official Association business on the District premises, including grievance processing as provided in Article XVII, so long as the transaction of such business does not interfere with the performance of employee duties to the District. At the beginning of each school year, the Association shall provide written notification to the District as to its authorized Association representatives. Any changes thereto shall be promptly communicated to the District in writing. A campus staff parking identification sticker shall be provided, upon request, to the Association's designated staff representative.

E. The District will furnish the Association, as soon as feasible after the execution of this Agreement, with an up-to-date listing of the names, mailing addresses, telephone numbers and division assignments of all employees represented by the Association. As soon as feasible after the beginning of each school year the District will provide the Association with changes to the list. The District shall also make available to the Association, prior to each meeting of the Board of Trustees, a copy of the Board agenda and the appropriate supporting materials.

F. The Association President shall not be required during his/her term in office to participate in academic committee assignments, to supervise extra-curricular activities, to serve on evaluation or selection committees or otherwise to perform duties in areas not related to his/her instructional or service assignments.

The Association President shall be provided a separate office with appropriate desk(s), chairs, and bookcases. The District shall be reimbursed for any telephone expenses incurred by the Association.

Article V - ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTIONS

A. The District will make payroll deductions of Association membership dues and fees for certificated employees who have authorized said deductions in writing. Such authorization shall continue until revoked in writing as set forth in Section D below. No increase in the dues or fees to be deducted shall be made unless the Association provides thirty (30) calendar days advance notice in writing and the authorization form permits such increase.

B. Upon written authorization from the employee, the District shall deduct from the salary of such employee and make appropriate remittance to credit unions, annuity plans, the United Way, or any other plans or programs jointly approved by the Association and the District.

C. The District shall not be liable to the employee or the Association or have any responsibility for these funds beyond transmittal in accordance with this Article. Subject to Section D below, the employee must give not less than two (2) weeks written notice to commence or terminate the deductions covered in this Article.

D. Certificated employees within the bargaining unit who voluntarily have on file with the District an unrevoked dues deduction authorization as of a date fifteen (15) days after the execution date of this Agreement or who thereafter voluntarily execute a dues authorization card specifically authorizing the Riverside Community College District to deduct membership dues shall be able to revoke such authorization during the term of this Agreement only as set forth hereafter. An employee may revoke authorization to deduct dues by:

1. sending a signed, written notice to the Association, with a copy to the District, during a period not more than sixty (60) calendar days nor less than fifteen (15) calendar days prior to June 30 of each

year, or

2. where in the judgment of the Association's Executive Board, revocation is appropriate because the member is experiencing extreme financial hardship.

Any such revocation under subsection 1 will be effective on the following July 1st. In the expiration year of this Agreement, the provisions of Government Code Section 3540.1(i) on revocation shall also be applicable. Any revocation under subsection 2 will become effective two (2) weeks after the District receives both official notice from the Association and written notice from the employee.

Article VI - NON-DISCRIMINATION

A. Neither the District nor the Association shall, in violation of the law, discriminate against any employee on the basis of race, color, creed, age, sex, national origin, physical handicap, political affiliation, marital status, relationship to a present employee (except where such would lead to one family member being in a potential conflict of interest with another family member), membership or lack thereof in an employee organization, or participation or lack thereof in the activities of an employee organization.

B. Violations of this Article shall not be subject to the grievance procedure except as they relate to violations of other specific provisions of this Agreement or except where no other statutory or administrative remedy exists.

Article VII - SALARIES

A. The salary schedules for all employees covered by this Agreement will be as shown in Appendices A, B, C, E, F and H, and are effective as of the date indicated on the Memorandum of Agreement for the applicable year.

Article VIII - FRINGE BENEFITS

A. The District shall provide the following fringe benefits to all regular and contract full-time faculty members:

1. For the period from October 1, 1987, to September 30, 1990:

   a. Dental insurance coverage for employees and dependents in the California Dental Service program or some other mutually agreed upon program. All employees shall participate in the program. The District shall maintain benefits equivalent to those provided on the effective date of this Agreement and shall pay for any increased premiums during the term of this Agreement.

   b. Health insurance coverage for employees and dependents through Kaiser Permanente, Blue Cross, Health Net or some other mutually agreed upon program. In order for an employee to elect not to purchase Kaiser Permanente, Blue Cross, or Health Net coverage, such employee must provide evidence of alternative health insurance coverage. The employee may elect Kaiser Permanente, Blue Cross, or Health Net coverage only once each year, and normally such election shall be effective on October 1, of each year.

2. Effective February 1, 1981, the District shall provide Group Life insurance coverage in the amount of $10,000.

3. Effective February 1, 1981, the District shall cease paying on behalf of employees: TSA contributions; accident insurance premiums; salary continuation insurance premiums; or any fringe benefit premiums not specifically listed in the revised Article VIII. However, employees may participate in such plans through payroll deduction at the employee's expense. Any plans or insurances not previously the subject of contributions or deductions shall be added only with the mutual consent of the District and the employee.

Article IX - CALENDAR

A. The Association and the District shall exchange proposed calendar(s) for the following academic year by the first Monday in October. The Association will consult and confer with the Academic Senate in developing the Association's proposed calendar(s). The final adopted calendar(s) shall be subject to the approval of the Association and the District. The parties shall make every reasonable effort to complete this process by the first Monday in December.

B. The teaching days for employees subject to this Agreement shall be 176 days for each year of this Agreement unless otherwise agreed upon. Those teaching days for the current year are defined in the College Calendar (Appendix G). In addition to the teaching days, each continuing faculty member shall have a minimum of two (2) and a maximum of three (3) service days for staff meetings, in-service training, and/or the graduation ceremony. New faculty members shall have a minimum of three (3) and a maximum of four (4) service days over and above the teaching days for the purposes defined above.

The additional service days for any other years covered by the terms of this Agreement shall be determined jointly by the Association and the District, within the limits defined above.

C. The responsibilities of all faculty members after graduation commencement exercises shall continue until all final grades and attendance reports are turned in and the District checkout procedures concerning keys are completed. There shall be no additional pay for additional days of service resulting from the foregoing reason.

D. All holidays which fall within any paid leave period shall not be counted as paid leave days as set forth in Article XIII unless the applicable leave policy measures the leave in terms of calendar days or months.

E. Any date within the calendar declared by the State to be a mandatory legal holiday shall be observed as such.

Article X - HOURS OF WORK AND FACULTY LOAD

A. All full-time certificated classroom instructors, counselors, librarians, learning skills specialists, and college nurse, shall be on campus or at the appropriate off-campus work location a minimum of two (2) hours per day, five (5) days a week, and shall be subject to assigrments with respect to the areas enumerated in Section F below which produce an average weekly workload of forty (40) hours in the course of the academic year. In appropriate cases, the Superintendent may waive the requirement of being on campus each day.

B. Faculty with a partial contract shall be on campus and responsible for these same duties for periods of time proportionate to the contract held.

C. Certificated classroom instructors, counselors, librarians, learning skills specialists, and college nurse, as part of their regularly scheduled contracts, may be given assignments throughout the hours in which the college is in operation. Assignments of classes and teaching schedules shall be determined through coordination between the faculty members concerned and the Division Dean/Director, subject to the approval of the Vice President, Academic Services. The District agrees there shall be a minimum of eleven (11) hours between the end of the last assigned class on one day and the first assigned class the next day unless the faculty member otherwise consents. The District also agrees that it will not for arbitrary or capricious reasons assign someone to a schedule which has such employee teaching both at the beginning and end of the District's operational day.

D. One annual Faculty Full-Time Equivalent (FFTE) shall be equal to a faculty assignment falling within a range of 1.9333 to 2.0666. Each full-time certificated faculty member shall be assigned up to one annual FFTE per year. With the consent of the faculty member involved, the

range may go beyond 2.0666 F.T.E./year without the additional assignment being considered overload. The District may assign a reduced workload without a commensurate reduction of pay where, in its judgment, a faculty member's workload, though technically within one annual F.T.E., becomes excessive due to unusual circumstances.

E. The following principles shall be used when making assignments:

1. Lecture and Theory Courses — 1 hr. = 0.0666... F.T.E.
2. Laboratory Classes Requiring Extensive Preparation And Student Evaluation — 1 hr. = 0.0666... F.T.E.
   a. Such classes, in addition to requiring planning and more than general preparation on the part of the teacher also require that the student learn some basic skills in order to be an effective participant in the class.
   b. Typically such classes have as a primary function the teaching of concepts rather than merely skills development as the final outcome of the class.
   c. The criteria for determining the Extensive Preparation Laboratory shall be as follows:
      (1) The laboratory instructional program requires the active continuing presence of the instructor with on-going involvement in lecturing, demonstrating or assisting of students.
      (2) Student evaluation occurs on a regular basis in the same manner as in other non-laboratory classes.
      (3) Extensive student preparation from text and lecture material is required prior to and after each laboratory session.
      (4) The laboratory is related to and correlated with an extensive classroom lecture program as is supplemented with assigned readings in texts.

(5) The instructor is involved with ongoing research to maintain proficiency in the areas being covered by laboratory work.

(6) Criteria identified above are identified in each course outline of the courses relating to these criteria.

(7) Laboratory courses relating to these criteria are regarded in a similar way by at least some two-year and four-year institutions in the State of California.

(8) Those divisions requesting load adjustment within the purview of this policy shall be prepared to substantiate fulfillment of the criteria.

3. Other laboratories and activities classes: 4 hrs. = 0.2000 F.T.E.

   a. Such laboratories and classes would be those having as their primary function the development and practice of skills, and the participation in some activity and/or preparation for public performance.

   b. For purposes of this policy Varsity Sports shall be continued on a 10 hour = 0.0666... F.T.E.

4. Librarians, Learning Skills Specialists, Counselors and College Nurse: 2 1/3 hrs. = 0.0666... F.T.E.

5. In those areas where large groups can be taught effectively and where a faculty member reports a total of 900 Weekly Student Contact Hours or more, the teaching load of that faculty member shall be limited to twelve (12) contact hours, or 1 hour = 0.0833... F.T.E. for the semester in which this occurs.

   If the 900 W.S.C.H. are not reached on first census day, the faculty member may be assigned another class as part of contract load for the current semester, if educationally sound, or the deficiency can be made up during the following semester.

This formula shall not be applicable to what are commonly regarded as activities classes.

6. English Composition

For the purpose of this policy, composition classes in English shall be regarded as typical lecture classes. Each class hour per week is equivalent to 0.0666... F.T.E.

7. Coaching

Physical Education instructors shall receive alternate time for purposes of coaching comparable to that which exists when this Article goes into effect.

8. Natural Sciences Division

For purposes of this policy the laboratory classes in the Division of Natural Sciences shall come under E-2 without review. Where a laboratory is offered, lecture classes shall be offered in multiples of the listed class size to the extent classroom size will permit. Television classes and classes offered through other mass media are exempt from the maximum class size numbers in the Memorandum of Agreement.

9. Basic School

For purposes of this agreement, defensive tactics, physical training and all practical exercises in the Administration of Justice-Basic School shall come under Section E-3 of this Article.

10. Additional Courses

All courses introduced into the curriculum subsequent to the adoption of this article shall be assigned one of three designations (lecture and theory classes, laboratory classes requiring extensive preparation and student evaluation, and other laboratory and activity classes) by the Vice President, Academic Services, in agreement with

the Curriculum Committee prior to the time that they are presented to the President/Superintendent for action by the Board of Trustees.

11. Work Experience

a. A contract assignment involving the instruction and supervision of work experience classes shall be calculated on the basis that each block of ten (10) students supervised shall equal 0.0666... F.T.E. (10 students = 0.0666... F.T.E.). A work experience instructor employed on an hourly or an overtime basis shall be paid solely on a per student basis as set forth in Appendix D.

b. An instructor may receive no more than 0.2000... F.T.E. for Work Experience Supervision as overload on part-time hourly pay except that in exceptional circumstances, to be determined by the District, 0.2666... F.T.E. may be authorized.

c. Regular and contract faculty members may carry as a portion of their contract load whatever F.T.E. is agreed to by the District.

12. Weekly Student Contact Hours

a. The college-wide goal shall be an average of five hundred and twenty-five (525) weekly student contact hours (W.S.C.H.) per faculty full-time equivalent (F.F.T.E.) for the fall semester, and five hundred (500) for the spring semester, calculated as of the first census date of the respective semester. Divisional or program W.S.C.H. goals will be established by the District after meaningful consultation with appropriate department chairpersons and faculty members. These goals shall be consistent with the nature of instruction and with the specific mix of offerings for the division or program. If the average number of W.S.C.H. is below five hundred twenty-five (525), or five hundred (500) as

the case may be, after meaningful consultation with appropriate department chairpersons and faculty members, the District will accomplish the W.S.C.H. goals as it is practicable to do so by adjusting maximum class sizes and/or teaching assignments.

b. Implementation of the college weekly student contact hour/faculty full-time equivalent goals shall be accomplished through meaningful consultation within the respective divisional structure. Consultation will involve, among others, the respective division deans and appropriate department chairpersons and faculty members.

c. It is recognized that the establishment or achievement of any W.S.C.H. goal must actively seek to promote good education. Hence, any changes in class size or scheduling of offerings will take into account: the nature of instruction; the availability of student instructional stations in classroom and/or laboratory facilities; student demand for offerings; program or sequence requirements; and the overall instructional integrity of the college. It is the intent of the District in attempting to reach the semester W.S.C.H. objectives to keep to a minimum significant alterations in overall college policies.

F. Other Duties

In addition to teaching and service hours heretofore described, all certificated instructors, counselors, librarians, learning skills specialists, and the college nurse shall complete the balance of their regular assignment through the performance of other instructional duties, which include but are not limited to planning, selection, and preparing instructional material; program development; professional activities; committee assignments; department and faculty meetings; serving on

selection and evaluation committees; student conferences; student supervision; record keeping; supervising student organizations and extra-curricular activities; supervising instructional aides and tutors; student evaluation; open hours and college promotional activities; student counseling and advising, staff development; maintaining subject matter competency; attendance at graduation exercises; and other assignments which are determined by the District to be appropriate for the effective operation of the college. Where the performance of non-teaching or non-service duties is required, the District shall endeavor to make such assignments over time in an equitable manner.

G. Office Hours.

Each contract and regular certificated instructor shall maintain at least five (5) office hours per week spread over three (3) separate days per week during the assigned academic year to be devoted to student conferences except during the first partial week of the fall semester. During the final examination week the faculty member may schedule the office hours in a manner other than on three (3) separate days. Additional office hours may be scheduled when deemed necessary by the faculty member. A schedule of office hours shall be posted on or adjacent to the faculty member's office door; and, a copy of such schedule shall be submitted to the Office of Academic Services during the first week of each semester.

An instructor may reschedule office hours as necessary, provided that the appropriate Division Dean is notified.

Office hours must be maintained in the same sense as one's teaching assignment, by being available to students in the announced place during the announced periods of time. The selection of those five hours within

the parameters indicated above, is a matter of the faculty member's own choosing. There are certain guidelines that should be followed:

1. Because office time is primarily for the benefit of students, times should be selected which are most readily available to them. It seems reasonable that these times should not start before 7 a.m. and should not be less than one-half hour in duration. Brief periods of time just before class and just after class do not constitute office hours. These times are a part of our normal contact with students.
2. Office hours may be scheduled during the noon hour provided the faculty member keeps that time for students, rather than a lunch hour. It is important that the student feel comfortable in meeting with the faculty member and not that he/she is imposing on one's lunch or other personal time.

These guidelines apply to the scheduling of the five hours which are required by contract. Additional hours may be scheduled at the faculty member's discretion.

H. Overload.

Full-time certificated instructors shall be limited to a maximum overload of 0.4666... F.T.E. per semester, to be paid at the appropriate Part-Time Hourly Salary Schedule rate. Classes suitable for overload assignment shall be made available to qualified full-time faculty before being offered to part-time faculty. Any overload assignment made on a Friday night, Saturday or Sunday may be in addition to the 0.4666... F.T.E. maximum set forth in this section.

I. Part-time Faculty.

Part-time faculty may teach up to 0.4666... F.T.E.

J. Contact Hour.

For purposes of this Agreement, a "contact hour" shall represent 50 minutes.

K. Notification.

The District shall make reasonable efforts to notify faculty members of their tentative teaching assignments no later than the time at which the initial schedule is submitted for printing. It is understood that such tentative assignments are subject to change.

L. Consecutive Class Hours.

Faculty members shall not be assigned, in a given workday, more than three consecutive (uninterrupted) lecture or class hours nor more than two lecture or class hours preceded or followed by one laboratory period, nor more than two consecutive laboratory periods. Exceptions may be permitted in cases where a faculty member agrees. Excluded from this provision are non-teaching assignments and teaching assignments in activity classes.

M. Preparations.

No more than three preparations (different courses) per academic semester, nor five per academic year, shall be assigned a faculty member except where a faculty member agrees to a different type of teaching assignment, or where program structure dictates otherwise (e.g. Dental Technology, Nursing, Physical Education).

N. Assignment of Overload.

1. Where part-time assignments are available, preference, except in unusual circumstances, will be given to qualified full-time faculty members who request an overload assignment, however, no full-time faculty member will be required to accept an overload assignment.
2. If a class is cancelled due to insufficient enrollment which is part of a full-time faculty member's contract load, the overload assignment of that faculty member shall be counted as the necessary part of the contract assignment.

3. If a portion of a full-time faculty member's contract load is cancelled due to insufficient enrollment and he/she has no overload assignment to be applied toward the completion of a contract assignment, a similar course(s) shall be reassigned from a part-time instructor on the campus/center where the regular, full-time faculty member has the majority of his/her assignment, unless he/she elects to take the reassignment at another location. Where a reassignment from a part-time instructor is unavailable, a similar course(s) shall be reassigned from the overload(s) of full-time faculty members at the campus/center where the regular full-time faculty member has the majority of his/her assignment unless he/she elects to take the reassignment at another location.

Article XI - IMPROVEMENT OF INSTRUCTION AND SERVICES

A. Purpose of Evaluation.

The purpose of the evaluation procedure is to provide a program for continuing improvement for certificated faculty members.

B. Frequency of Evaluation.

1. Every contract certificated faculty member shall be evaluated at least once in each academic year.
2. Every regular certificated faculty member shall be evaluated at least once in every two (2) academic years.

C. Evaluation Procedures.

1. An evaluation committee shall be selected for each evaluatee. The committee shall consist of a chairperson, who will be an administrator, a faculty member selected by the evaluatee, and another faculty member-at-large selected by the department chairperson from a pool of at least five (5) faculty members chosen by the supervising administrator. The evaluatee may disqualify the administrator who is appointed chairperson. In such case the Superintendent shall appoint another administrator to be chairperson and there shall be no further right of disqualification.
2. The scope and process of the evaluation shall be determined by the committee in consultation with the evaluatee and may include, but shall not be limited to student interviews, self-evaluation, peer evaluation and/or classroom visitation. Each evaluation shall include as a minimum a written assessment by the supervising administrator and a student survey.
3. The evaluation shall be directly related to the evaluatee's performance as a faculty member and shall focus on those areas of professional interest identified by the committee including but not limited

to subject matter expertise, communication skills, timeliness and accuracy of required class I records and reports, efforts of professional growth, and service on college committees and student activities.

4. At the conclusion of each evaluation, the committee shall file a written report detailing the specific evaluation process and outcome. Such committee report shall be signed by the committee and evaluatee. If the evaluatee or any team member disagrees with its content, he/she may submit a written, signed statement of dissent.
5. Each evaluation report shall state on an overall basis whether the evaluatee's performance is "satisfactory" or there is "need for further evaluation".
6. In the event that any one committee member indicates a "need for further evaluation" the Superintendent, after first consulting with the President of the Academic Senate, may appoint a review team.
7. The review team may conduct any type of administrative, peer, and/or student evaluation they deem to be helpful in assessing the evaluatee's performance and providing guidance for improving instruction.
8. The review team process shall occur in the semester immediately following the semester in which the "need for further evaluation" recommendation was made, and shall continue until such time as the evaluatee's performance is deemed "satisfactory" or the team determines that further evaluation is unproductive.
9. The review team shall prepare a final written report which shall be signed by the team and the evaluatee and forwarded to the Vice President, Academic Services, and the Superintendent. If the evaluatee or any team member disagrees with its content, he/she may

submit a written, signed statement of dissent.

10. An evaluatee who is undergoing "further evaluation" shall not be eligible to serve on an evaluation committee or review team.

11. No regular faculty member shall be required to serve on more than one improvement of instruction committee per semester, except in those cases when voluntary participation is not sufficient to carry out the required evaluations. No faculty member shall be required to serve on an improvement of instruction committee during his or her semester of evaluation.

D. Part-time hourly teaching faculty may be evaluated at least once in each six semesters of service to the college unless the division or supervising administrator recommends earlier evaluation.

E. Only the evaluation process and not the evaluation itself shall be grievable under this Agreement.

Article XII - PERSONNEL FILES

A. The official personnel file of a certificated employee shall be maintained at the District Office. Said file shall be available for inspection as set forth hereafter and shall be the file upon which any disciplinary action against the employee may be based.

B. Every certificated employee shall have the right to inspect his or her personnel file upon request provided that the request is made at a time when there would be minimal interruption of such person's services to the District and when the personnel clerk/administrator responsible for files is available to be in attendance. Personnel files, which may be inspected, shall not include such materials as ratings, reports, or records which were obtained prior to the employment of the person involved or were prepared by identifiable examination committee members or were obtained in connection with a promotional examination.

C. Information of a derogatory nature, except materials mentioned in (B) above, shall not be entered or filed unless and until the employee is given notice and the opportunity to review and comment thereon. An employee shall have the right to enter, and have permanently attached to any such derogatory statement, his own comments thereon. Such review shall take place during business hours, and the employee shall be released from duty (but no during such employee's teaching hours) for this purpose without any salary reduction. Derogatory information placed in the personnel file shall identify the source(s) of such information or, alternatively, where the source is a current student and where confidentiality of such source is appropriate, the information shall not be placed in the file unless the supervisor placing the material in the file has conducted an appropriate investigation of the circumstances. In such cases, the supervisor shall set forth the nature of the

investigation conducted.

D. Personnel files shall be available for inspection during regular office hours each day the office is open for business. At least two days each week the office shall be opened during the noon hour.

E. All material of an evaluative nature subsequent to employment placed in the personnel file shall indicate the date it was prepared or placed in the file and who was responsible for its preparation.

F. Within thirty (30) calendar days from the date a District official with evaluation responsibility over an employee is notified of a complaint by a student or member of the public against such employee, the employee shall also be notified of the complaint or such complaint may not be entered into the personnel file.

G. Written statements of a positive nature received by the District pertaining to the employment performance of a faculty member shall be placed in the faculty member's personnel file upon the faculty member's request.

H. If subsequent to the entry of derogatory information into the personnel file, the District determines that the information is inaccurate in some respect, a statement setting forth the correct information shall be permanently attached to the statement containing derogatory information and the employee shall be provided a copy.

Article XIII - LEAVES

The benefits which are expressly provided by Article XIII are the sole leave benefits which are part of this collective bargaining Agreement.

A. Definitions.

1. "Paid Leave of Absence" means that an employee is entitled to receive wage and fringe benefits to which the employee is normally entitled except as otherwise noted in this Agreement. Contract and regular faculty members on paid leave will receive credit for annual salary increments provided during leave.

2. "Unpaid Leave of Absence" means that an employee shall not receive wages and fringe benefits during the period of leave. Contract and regular faculty members who begin an unpaid leave during any pay period shall receive fringe benefits provided for in this Agreement for the balance of that pay period. After that pay period, payments for fringe benefits by the District will cease. After such cessation, employees, while on unpaid leave status, shall be allowed to continue such coverage at their own expense, where such is permitted by the terms of the insurance plan, provided they make advance payment of the premium in the manner established by the District. Where an employee is on unpaid leave during a school year for the equivalent of one semester or more, he/she shall not receive a step increase for such year.

B. Sick Leave (Paid Leave).

1. All regular and contract faculty members employed on a ten-month basis shall be entitled to ten (10) days of sick leave per college year. Sick leave accrual and use shall be calculated and posted to the employee's record on the basis of half (½) or full day increments and not in any other portion. Sick leave is cumulative indefinitely

and shall be transferable, upon request by the employee, between school districts pursuant to the Education Code.

2. On the first day of every college year, each contract and regular employee shall be credited with a sick leave allotment equal to that employee's sick leave entitlement for the college year. An employee may use such credited sick leave at any time during the college year, in accordance with the provisions of this Agreement.

3. Contract and regular employees whose assignment is less than full-time shall be entitled to sick leave on a basis proportional to that of a full-time employee.

4. Sick leave is allowed for part-time hourly certificated employees on an earned, accumulative basis of one hour of sick leave, with pay, for each eighteen hours of teaching. In the event a class is not taught due to a scheduled holiday, the hour or hours normally taught on such day shall count in such computation. Accumulated sick leave is lost if the teacher has a break in service in the District of two years or more. Sick leave earned by part-time hourly certificated employees may not be added to sick leave earned by regular and contract faculty.

5. Accrued sick leave shall be reduced only for time lost wherein the employee would otherwise be required to render service to the District. An employee may utilize sick leave for disabilities caused or contributed to by pregnancy and recovery therefrom, for absence due to an appointment with a physician or dentist, and when quarantined by the County or City Health Department because of another's illness.

6. A statement from a physician verifying the employee's illness may be required by the Vice President, Administrative Services. In those

cases where an employee is aware that such employee will be absent for twenty (20) days or more, the employee shall notify the immediate supervisor of the situation and shall be required to provide the District with a statement from the employee's physician confirming the disability and prognosis, and an estimate of the anticipated term of absence. When that term is indefinite, a subsequent statement may be required by the District. In such cases and prior to the employee's return to such employee's assignment, a statement from the physician verifying the employee can return to the employee's assignment without detriment to the employee or others must be submitted to the Personnel Office by the employee.

7. When an employee has used all or a portion of the sick leave allowable and subsequently fails to serve the District for the balance of the college year, an appropriate dollar amount shall be deducted from the employee's final salary warrant. The appropriate amount shall equal the employee's daily rate of pay times the number of sick days used but not covered by earned sick leave. This section shall not be construed to affect amounts an employee may be entitled to receive under Section C and D below.

C. Extended Illness Leave (Paid Leave). When a contract or regular faculty member has been sick for an extended period of time and accumulated sick leave is not available or the employee makes the election provided below, the employee shall be paid fifty percent (50%) of the employee's regular salary, whether or not a substitute is employed. This benefit shall apply for up to five (5) calendar months for any illness in any college year. The five (5) month period begins for the first illness in any college year on the day of absence following the last day of sick leave earned during that year, except that if the employee has more than twenty

(20) days of earned sick leave accumulated, the five (5) month period shall not begin until the twenty-first (21st) day of absence. An employee with more than twenty (20) days of accumulated sick leave may elect as of the twenty-first (21st) day of absence or thereafter to receive this extended illness benefit and not to use up his remaining accumulated sick leave account while receiving this benefit. Any such election must be in writing. If the election is made after the twentieth (20th) day, the period of this extended illness leave benefit shall be reduced by the same number of days as there are between the twentieth (20th) day and the day written election is received.

D. Industrial Illness and Accident Leave (Paid Leave). Employees covered by this Agreement who are absent from duty because of industrial illness or injury qualifying for workers compensation and who have been continually employed by the District for at least one (1) year may be granted up to sixty (60) working days of Industrial Accident and Illness leave. Such leave shall not be accumulative from year to year.

1. An employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the physician verifies that there has been such a recovery. The District, at its own expense, may require the opinion of another physician.

2. When an employee is absent from duties on account of an industrial accident or illness, the employee shall be paid such portion of the salary due such employee for any month in which the absence occurs as, when added to the employee's temporary disability indemnity will result in a payment to the employee of not more than such employee's full salary.

3. The employee shall endorse to the District the temporary disability

indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

4. Any employee receiving benefits under this section shall, during the period of injury or illness, remain in the State of California unless otherwise authorized by the District.

5. Reporting industrial accidents and industrial illnesses shall be the responsibility of the employee so afflicted. Such report shall be made to the District Personnel Office within twenty-four (24) hours of the time of the accident or the start of the illness, unless exceptional circumstances preclude such notification.

6. Upon termination of the sixty (60) days of leave authorized by this section and if the absence continues, the employee may use that portion of accumulated sick leave to maintain income equal to the regular salary paid by the District. However, an employee may not receive income in an amount which exceeds that employee's regular salary.

E. Bereavement Leave (Paid Leave).

1. A contract or regular faculty member shall be eligible for a temporary leave of absence for the death of any member of the immediate family, without loss of salary. This leave will be for no longer than three (3) consecutive scheduled workdays in any school year, except if out-of-state travel is required, five (5) consecutive days will be authorized. Days of leave beyond those described herein may be provided in this Article under the terms of the Personal Necessity Leave. Additional days of leave for bereavement purposes may be granted by the District. Days used shall be taken consecutively,

unless prior written authorization is obtained from the District.

2. "Immediate Family" for the purposes of this Agreement, means the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee; the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of the employee; or any relative living in the immediate household of the employee.

F. Personal Necessity Leave (Paid Leave).

1. An employee shall be entitled to use six (6) days of accrued sick leave during each school year in cases of personal necessity.

a. Personal necessity for which advance authorization is not necessary shall include any of the following:

(1) An accident or act of God involving the employee's property or the person or property of a member of the employee's immediate family or imminent danger to the home of an employee. Such accident or imminent danger must be serious in nature, involve circumstances the employee cannot disregard, and require the attention of the employee during such employee's assigned hours of service.

(2) An illness of a member of the employee's immediate family as defined in this Agreement, serious in nature, which under the circumstances the employee cannot disregard, and which requires the attention of the employee during such employee's assigned hours of service.

(3) In the foregoing cases the employee shall notify the District as soon as is reasonably possible.

b. Personal necessity requiring advance authorization before being absent from duty shall include the following:

(1) Required court appearances as set forth in Section I.

(2) Recognized days of observance of an employee's personal faith. Personal Necessity Leave for such purposes shall be granted only when attendance at such employee's place of work would make impossible observance of that recognized day by the religious worship called for by the employee's faith.

(3) Personal business of the employee which is serious in nature includes circumstances the employee cannot disregard, and requires the attention of the employee during assigned work hours. A request for such leave must be submitted three (3) workdays in advance of the requested leave date and shall be limited to no more than two (2) of the total leave days available for personal necessity. No more than five percent (5%) of the employees covered by this Agreement may use personal necessity leave in this manner on the same day.

(4) Leave for purposes of adopting a child or caring for a newborn child.

(5) The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in Section E of this Article.

2. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

a. The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the employee is entitled.

b. The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.

c. Payment for such absence shall be made only upon completion of a

written request by the employer to the District setting forth the reason for the absence and such absence was due to a situation designated as a personal necessity within the meaning of this section.

G. Military Leave - Temporary (Paid Leave). A contract or regular faculty member called to temporary military duty shall be granted military leave as required by the California Education Code and the Military and Veterans Code.

H. Jury Duty (Paid Leave). Contract and regular faculty members called to jury duty shall be granted up to thirty (30) days of paid leave of absence when required hours of jury service conflict with required hours of service in the District. The District may grant additional jury duty leave days beyond the thirty (30) provided above. Notice of call to jury duty shall be reported to the Personnel Office. Juror's fees, exclusive of mileage allowance, received by the faculty member shall be deposited in the Business Office to the credit of the District.

I. Court Appearance Leave (Paid/Unpaid).

1. Upon request employees will be granted unpaid leave or personal necessity leave (up to the maximum allowed) at the employee's discretion, to appear as a party in court in actions in which the District is not involved or as a witness in a court action pursuant to subpoena. Such request shall be submitted at least three (3) days in advance of said appearance when receipt of court notice so permits.

2. Employees who appear as litigants/complainants against the District in any court action will be granted unpaid leave.

3. Employees appearing in court on behalf of and/or at the request of the District shall be granted paid leave for whatever time such

appearances in court cause the employees to be absent from work.

J. Legislative Leave (Unpaid).

1. A tenured employee who is elected to the State Legislature or Congress shall be granted, upon request, an unpaid leave of absence for the length of the term or terms in office.

2. Employees on such leave shall notify the District of intended return at least six (6) weeks prior to the expiration date of the leave.

K. Health Leaves (Unpaid).

1. The District may grant an employee a leave of absence without pay for reasons of health. Such leave will be for a period neither less than one (1) semester nor more than one (1) year. A Statement of Need by a physician is required with the application. The District may obtain, at District expense, the opinion of a physician chosen by the District. Probationary or tenure status of an employee requesting health leave will not be affected if such leave is granted.

2. The employee shall notify the District of the employee's intended return date at least two (2) weeks in advance of the expiration date of the leave.

3. The request to return from a Health Leave shall be accompanied by a statement from the employee's physician indicating that the employee can return to full-time employment without detriment to the employee's health. The District may request, at District expense, the opinion of a physician chosen by the District.

4. Employees on Health Leave may accept a position in another district only upon prior approval by the District.

L. Maternity Leave (Unpaid). The District shall provide for leave of absence from duty for any contract and regular faculty member of the District who is required to be absent from duties because of pregnancy,

miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee's physician and be subject to the District's approval based upon an evaluation of a physician retained by it. (Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.)

M. Sabbatical Leave. Sabbatical Leave is a leave of absence granted by the District not to exceed one academic year to provide the opportunity to prepare for improved services to the college district. Sabbatical leave is part of the total professional growth program and should consist of study and/or research for the purpose of improvement of the individual's contribution to the college.

1. Eligibility.

   a. Status - Employee must have a status as a regular employee.

   b. Age - Employee must not normally be older than 57 years of age.

   c. Service - Employees must have rendered service in the District in a position or positions requiring certification qualifications for at least seven (7) consecutive years immediately preceding the beginning of the leave. Upon the completion of a sabbatical leave, at least six (6) years of additional service shall precede a subsequent sabbatical leave. Absence from service on a sabbatical leave granted by the Board of Trustees shall not be counted as a break in service.

2. A sabbatical leave will fulfill one or a combination of the following

purposes:

a. Formal study. Applicants for sabbatical leave under this Section shall agree to undertake a program of undergraduate or graduate work or a combination thereof subject to the approval of the Professional Growth and Sabbatical Leave Committee.

b. Research. An independent study leave is one during which the employee pursues a program of study and/or research. This program must be related to the present or prospective service of the employee and must be with the approval of the Professional Growth and Sabbatical Leave Committee.

3. Requirements and procedures:

a. Criteria to be used in the granting of sabbatical leave shall be determined by the Board of Trustees. The District and the Professional Growth and Sabbatical Leave Committee of the Academic Senate shall meet, upon request, to attempt to develop jointly the criteria which are appropriate for the Board of Trustees to consider.

b. The Superintendent's recommendation for approval of sabbatical leave to the Board of Trustees will be contingent upon the availability of qualified personnel to assume the applicant's duties.

c. Applications for sabbatical leave must be filed with the Professional Growth and Sabbatical Leave Committee through the Office of the Vice President, Academic Services, for their recommendation to the Superintendent no later than February 15 for the following academic year, and no later than May 15 for the following spring semester only. These dates may be waived by the District where timely application is prevented by the procedures

of other institutions or governmental agencies. The Superintendent shall give notice to the applicant whether the request is granted or rejected within sixty (60) days after these filing dates. In case of rejection, the reason(s) shall be provided, in writing, to the applicant upon request.

d. The application must be accompanied by a certificate of health signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study or research proposed.

e. A sabbatical leave once granted may not be terminated before the date of expiration, except as otherwise provided herein or as otherwise agreed upon by the District.

4. Compensation for sabbatical leave:

a. Salary status. Absence on sabbatical leave shall count as a regular period of service and shall not interrupt the employee's progress on the salary schedule.

b. Rate of compensation. The certificated employee who has been granted sabbatical leave and who has complied with the provisions under which such leave was granted will receive 70% of his/her regular faculty salary placement for a full academic year's leave, or his/her full faculty salary for a semester leave. Certificated employees enrolled in a graduate degree program may be granted leave for the academic year at full faculty salary provided they perform 30% of their duties during the year.

c. An employee on sabbatical may be employed as a summer session or extended day staff member in accordance with regular Board policy; however, the employee shall not engage in any other employment during the term of the sabbatical leave, since the

primary purpose of the sabbatical is to provide time for study. The foregoing shall not preclude a research grant which is part of an approved sabbatical leave.

d. Any educational or research grant such as might be provided through government or foundation sources, which when added to the sabbatical compensation paid by the District exceeds 100% of the normal salary, shall cause the reduction of the District payment so that the combined grant and District payment will be not more than 100% of contract salary.

e. Method of compensation. The salary for sabbatical leave shall be received in the same manner as if the employee were teaching in the District, upon the employee furnishing a suitable bond indemnifying the District against loss in the event that the employee fails to render at least two academic years' service in the Riverside Community College District immediately following such leave.

f. Accident or illness. Interruption of the program of study or research caused by serious accident or illness during a sabbatical leave shall not affect the amount of compensation to be paid the employee under the terms of the sabbatical leave. However, the Superintendent must be notified by registered mail within ten (10) days after the occurrence of the accident or illness, and a doctor's statement verifying the accident or illness must be submitted.

5. Retirement:

Sabbatical leave shall count toward retirement, and the retirement and annuity contributions of the employee shall be collected.

6. Status upon returning from sabbatical leave:

   a. At the expiration of a sabbatical leave, the certificated employee who has been granted such leave shall be reinstated, unless otherwise agreed, in the position held at the time the leave was granted.

   b. Notwithstanding any other provision of this Agreement, the faculty member shall remain in the service of the District for a minimum of two consecutive academic years following completion of the sabbatical leave.

7. Reports on sabbatical leave:

   a. Interim reports may be required by the Superintendent.

   b. Each employee returning from sabbatical leave shall file a final written report with the Superintendent not later than one month after the day on which the employee resumes active service. A final report shall include, but not be limited to the name of the institutions attended, courses pursued, credits received or experience gained, together with the employee's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the Community College District.

N. Professional Improvement Leave

The District may grant a short term leave of absence, with or without pay, for purposes of conference attendance or for other purposes which provide a benefit to the District.

O. Substitutes

The District may request, but shall not require, a faculty member to substitute for another faculty member who takes leave pursuant to this article.

P. Other Unpaid Leaves

The District may grant unpaid leaves for reasons not otherwise set forth in this article.

Article XIV - SAFETY CONDITIONS OF EMPLOYMENT

A. Safety and Health

The District shall provide a work place which is safe for its employees.

B. Report of Incident

Should a faculty member be attacked, assaulted or menaced by any person in the course of employment, such faculty member shall report the incident to the immediate supervisor who shall promptly report the incident to the police and the District Personnel Office. This does not preclude the faculty member reporting the incident to the police. The District shall comply with any reasonable request for information in its possession relating to the incident and the persons involved.

C. Report of Threat

Any citizen, parent, or student threat of physical harm about a faculty member shall be reported as soon as possible to the faculty member by the supervisor receiving the threat.

Article XV - REDUCED TEACHING SERVICE PROGRAM

In accordance with Education Code provisions, the District herewith establishes a Reduced Teaching Service Program, and the same shall be implemented by regulations set forth below:

A. A certificated employee must be between 55-70 years of age to participate in the Reduction of Workload Program.

B. The employee must have been employed full-time in a position requiring certification for at least 10 years of which the immediately preceding five years were full-time employment.

C. A certificated employee of the district may apply for reduced employment in one-year segments for a maximum of five years from date of first year of reduced employment. One year contracts for reduced employment are renewable on a yearly basis subject to the approval of the employee and the District.

D. The option of reduced employment is initiated at the request of the employee. The contract for any given year can be revoked only with the mutual consent of the employer and the employee.

E. The employee shall be paid a salary which is the pro rata share of the salary such employee would be earning had he/she not elected to exercise the option of reduced employment. The employee shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.

F. An employee participating in this program shall receive the credit under STRS and PERS the employee would receive if employed on a full-time basis with a retirement allowance, as well as any other benefits to which the employee is entitled under the applicable laws and regulations of the State of California, based upon the salary that the employee would have received if employed on a full-time basis, and both said employee and the

district shall contribute to the Teachers Retirement Fund the amount required by STRS regulations.

G. The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee. The employee is eligible for the District's fringe benefits in the same manner as other certificated bargaining unit employees serving full-time. The employee must initiate coverage under the same rules and regulations as apply to the certificated bargaining unit employees.

H. The minimum reduced employment shall be at least the equivalent of one half of the number of days of service required by the employee's contract of employment during his/her last previous full-time year of service.

I. A general outline of the procedure for application follows:

1. A Reduced Teaching Program Proposal is submitted (generally by February 15) but no less than 120 days prior to the beginning of the school year in which the requested reduction will take place. (Final date of submission is May 1.)
2. Administration, under normal conditions, will respond to applications within 30 days.
3. Upon approval, a contract will be drawn specifying terms and conditions of employment for the reduced employment year.
4. A reduced employment application may be withdrawn prior to completion of the contract document.
5. As the reduced teaching contract year is being completed, the employee will again indicate his/her plan for the following year using the dates in item 1 above.

J. Applications are available in the office of the Vice President, Administrative Services.

Article XVI - TRANSFERS

A. A transfer is the assignment of a faculty member from one campus(es)/center(s) to another or the assignment of multiple campus(es)/center(s) as part of the regular teaching load. It does not apply to any overload assignment.

B. The District acknowledges that it is strongly preferable to fill transfer openings with volunteers. Prior to the transfer of any regular and contract faculty member, the District shall first notify each regular and contract faculty member by putting a notice in his or her mailbox. This notice shall be given at least 10 working days in advance of the selection of the faculty member to be transferred. During summer vacations, notification of transfer opportunities shall be mailed to the home address of the regular and contract faculty member at least 10 working days in advance of selection. Regular and contract faculty members may communicate their desire to be considered for transfer to the Division Dean. While the District agrees to give full consideration to any such volunteers, it reserves the right to determine which volunteer, if there is more than one, will be selected, or that none will be selected. Notwithstanding the foregoing, this notification process shall not apply where it is necessary at the beginning of a semester for the District to assign a faculty member to another campus/center location in order to achieve a regular teaching load.

C. In the event class assignments on a campus(es)/center(s) other than the Riverside City Campus are not filled by volunteers, the appropriate department chair and faculty, will develop recommendation(s) to assist the Dean in completing the assignment. The District retains the right to transfer where it is deemed by the District appropriate to do so. Notwithstanding the foregoing, this recommendation process shall not apply where it is necessary at the beginning of a semester for the

District to assign a faculty member to another campus/center location in order to achieve a regular teaching load. In each case any regular and contract faculty member considered for involuntary transfer shall be consulted before the final decision is made and shall receive at least ten (10) calendar days notice prior to such transfer, unless the District and the faculty member agree to a shorter notice period. Upon request, the reason(s) for such transfer shall be provided in writing. The District shall provide for the transporting to the new location of the regular and contract faculty member's personal files and reference materials.

D. No transfer shall be made for punitive or disciplinary reasons. Nor shall any faculty member be transferred from an assignment in one academic division to another for punitive or disciplinary reasons.

E. A regular or contract faculty member who has been transferred from one campus(es)/center(s) to another may, after completion of the school year at such campus, request the District to consider a transfer back to the original campus. The District will give due consideration to any such request and if denied will state in writing the reason(s) for such denial, if requested.

F. The District agrees that when it assigns any faculty member to an assignment involving multiple campus(es)/center(s) as part of the regular teaching load and such assignment involves going to two campus(es)/ center(s) on a given calendar day, including attendance at required college committee meetings, that a mileage allowance calculated in accordance with the allowance provided for other travel while on District business will be paid to such faculty member with respect to the mileage between the first campus(es)/center(s) and the second campus(es)/ center(s). Driving time of thirty (30) minutes to or from one

campus(es)/center(s) to another will be credited toward the committee assignment requirement of five (5) hours per week.

G. The District shall provide office space, a desk, and file cabinet space in the campus(es)/center(s) location where the faculty member teaches the majority of his or her contract assignment.

Article XVII - GRIEVANCE PROCEDURE

A. The purpose of this grievance procedure is to provide a means by which certain disputes may be resolved in an equitable and efficient manner. A grievance is a claim by an employee covered hereby that an express term of this Agreement has been violated by the District and that because of such violation his or her rights have been affected. A grievance shall not include any claims or request to challenge, change, amend or add to existing policy, rules or regulations or to adopt or negotiate new policies, rules or regulations. A grievance also shall not include any employer-employee relations matters for which a different method of review is specifically provided by law. In cases involving a claim that the terms of Articles IV, V or the evaluation process set forth in Article XI (but not the evaluation itself) have been violated, the Association shall have the right to file a grievance on its own behalf. In all other cases, there shall be no such right.

B. Should a grievance arise, it shall be handled in the following manner:

1. An employee's grievance must be submitted in writing to the employee's immediate supervisor within fifteen (15) working days after the date of the act or omission giving rise to the grievance or within fifteen (15) working days after the date on which the grievant should have known of the act or omission giving rise to the grievance. Prior to filing a written grievance, the grievant shall make every effort to meet with his or her supervisor to attempt to resolve the grievance informally. An employee shall not present a grievance during those hours in which he or she is scheduled to have classroom instruction or office hours.

2. Any written grievance shall be signed by the grievant and shall state the circumstances on which the grievance is based, the date of

occurrence, the identity of the employee or employees who claim to be aggrieved, the specific sections and terms of this Agreement allegedly violated, and the remedy sought. A grievance may include more than one employee, provided the issue is identical for each and all employees affected thereby sign the grievance form.

3. The supervisor shall answer the grievance in writing within five (5) working days after receipt.

4. In the event the grievant is not satisfied with the answer given, the grievant may appeal the decision on the form mutually agreed to by the Association and the District to the Vice President, Academic Services or his designee within ten (10) working days after receipt of his or her supervisor's decision. The Vice President or his designee will communicate a decision in writing within ten (10) working days of receipt.

5. In the event the grievant is not satisfied with the decision of the Vice President or his designee the grievant may appeal the decision in writing to the Superintendent/President or his designee within ten (10) working days after receipt of such decision. The Superintendent/President or his designee shall answer the grievance in writing within ten (10) working days after receipt.

C. Any grievance not processed by an employee in accordance with the time limits set forth herein shall be considered settled on the basis of the decision last made by the District. If at any step the District fails to respond in the time limits specified above the grievant may proceed to the next step.

D. A grievant shall be entitled upon request to representation by the Association at any grievance meetings held after the informal conference with the immediate management supervisor. Where the Association has not

been requested to represent the grievant and the District is prepared to agree to a resolution of the grievance, the District shall not make any final resolution until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

E. A reasonable amount of released time will be granted to one Association representative to process any grievances. Such released time shall not take place during teaching hours or office hours.

F. Grievance forms and other forms necessary to the operation of the grievance procedure shall be provided by the District.

G. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be subject to this procedure.

H. After a grievance has been filed by an employee, the Association has the authority to process, abandon, or settle grievances on behalf of all employees subject to the provisions of Section D.

I. Binding Arbitration.

1. Grievances which are not concluded pursuant to the procedures set forth in Section B and which the Association desires to appeal shall be submitted to binding arbitration as set forth in this section provided that written notice is given to the District by the Association within five (5) working days after the answer of the Superintendent, or his designee, is rendered.

2. Upon receipt of the Association Appeal, the parties shall endeavor to agree upon an arbitrator. If no agreement is reached within ten (10) working days they shall request the California State Conciliation Service to supply a panel of seven (7) names of arbitrators. Each party shall alternately strike a name until only one (1) name remains

who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

3. The fees of the arbitrator shall be shared equally by the parties. Either party may request a transcript of the proceedings and the parties shall share the expense equally. Each party shall bear the expense of the presentation of its own case and the District shall not be required to compensate the Association representatives, the grievant or any Association witness for any time spent at any arbitration or in preparation therefore.

4. The arbitrator shall have no power to alter, amend, change, modify, add to or subtract from any of the terms of the Agreement and shall have no jurisdiction to hear any grievance which is excluded from the grievance arbitration procedure by the terms of this Agreement or which is not filed or appealed within the time limits of this Article. The decision of the arbitrator shall be based solely upon the evidence presented to him by the respective parties in the presence of each other. No decision shall be retroactive beyond the beginning of the ten (10) day period specified in paragraph B-1 above and the arbitrator shall have no authority to hear and issue a decision upon more than one grievance at a time unless the District and the Association expressly agree otherwise. The arbitrator shall render his decision within thirty (30) calendar days after the close of hearing or, where either party desires to submit a brief, within thirty (30) calendar days of such submission. The decision of the arbitrator shall be final and binding on both parties.

Article XVIII - EFFECT OF AGREEMENT

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and the opportunity to make demands and proposals with respect to any subject or matter which was or could have been the subjection of negotiation, that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and therefore each waives the right to further negotiations on any subject or matter covered or not covered under this Agreement during the term hereof, except as to items referred to as reopener items in Article XXI. The parties also may mutually agree to conduct negotiations on any issue.

B. No privileges, compensation or benefits of any kind in excess of those specifically set forth in this Agreement or not specifically provided for in this Agreement are required to be granted to employees. However, the District may, at its discretion, voluntarily grant such hereafter.

C. The waiver by the District of any breach or condition of this Agreement does not constitute a precedent for any further waiver of such breach or condition.

D. It is the intent of the parties that where there is any inconsistency between the terms of this Agreement and any State or Federal statute or regulation, the terms of this Agreement shall control, unless the statute or regulation requires that its provisions supersede any agreement between the parties or where the provision in this Agreement specifically provides for the incorporation of the statute or regulation and any changes thereto.

E. Article and section titles in this Agreement are provided for convenience only and in no way are to be used to define, limit, or affect the construction and interpretation thereof.

Article XIX - NO STRIKE/NO LOCKOUT

A. During the term of this Agreement neither the Association, its officers, agents, members nor any employee will authorize, instigate, encourage, aid, condone, participate in, or engage in a strike or work stoppage of any kind, regardless of whether there is a claim by the Association of breach of this Agreement or a Federal or State law by the District.

B. In the event of a strike or work stoppage of any kind, the Association shall immediately notify the employees that such action is unauthorized and promptly order its members to return to work, and to take every reasonable effort to terminate the unauthorized action.

C. Failing to cross any picket line established by any person or organization for any reason at any facility of the District by the Association or any employee in concert or alone, during the term of this Agreement shall constitute a violation of this article.

D. The District specifically has the right to proceed directly to court for an injunction and all other legal relief for any breach of this Article.

E. The obligations of this Article shall not be affected or limited by the subject matter involved in the dispute giving rise to the work stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

F. In the event of any strike or related activity prohibited by this Article, the District may revoke or suspend any rights or benefits provided for in the Agreement with respect to any employee who engates in such activity and/or the Association.

G. The Board of Trustees agrees that during the terms of this Agreement it will not engage in any lockout of its employees.

Article XX - MISCELLANEOUS

A. Subcontracting

Educational courses in existence as of the execution date of this Agreement which are not now being contracted out may not be contracted out to private organizations during the term of this Agreement without the concurrence of the Association.

B. Office Space

Each full-time instructor shall be provided with an office space equipped with a desk, desk chair, filing cabinet, book shelves and side chair. Subject to reasonable regulation, full-time instructors shall normally have access to such office space during the entire year.

C. Supervisory and management employees shall not be restricted from performing bargaining unit duties so long as such performance does not cause any regular faculty member to be deprived of a full-time load or overload assignment.

Article XXI - SUMMER INTERSESSION

A. Definitions

1. For the purposes of all language within this Agreement which applies to summer intersession, a full-time employee shall be defined as a regular or contract faculty member who is appointed to a certificated position requiring more than 60% of a full-time load during the regular academic year, and who is employed for the summer intersession.

2. For the purposes of summer intersession, a part-time hourly faculty member shall be defined as a certificated employee who is appointed to a certificated position requiring 60% or less of a full-time load during the regular academic year or who was not employed during the regular academic year, and who is employed for the summer intersession.

B. Applicable Provisions from Existing Agreement.

Where the Board determines to hold summer intersession, the District and the Association agree to apply the following provisions of the existing Agreement between the Riverside Community College District and the Riverside Community College Association, CTA/NEA.

1. Article I (Sections A, B, and C only)
2. Article II
3. Article III
4. Article IV
5. Article VI
6. Article XII
7. Article XIV
8. Article XVII
9. Article XVIII

10. Article XIX

11. Article XX (Sections A and C only)

12. Article XXII

C. Limitation of Agreement.

Except as specifically set forth or referenced above, no other provision of this Agreement shall apply to summer intersession.

D. Salary.

Salary schedule in effect for all summer intersession faculty members in the bargaining unit shall be five-eighths (5/8) of the prior academic year's salary schedule as prorated. For the summer intersession, Appendix H shall be applicable.

E. Hours of Work and Faculty Load

1. In extending offers of employment, full-time faculty shall be given priority over part-time faculty in summer intersession assignments in those subject matter areas in which they are qualified. Assignments of classes and teaching schedules shall be determined through coordination between the faculty members concerned and the Division Dean/Director, subject to the approval of the Vice President, Academic Services. Actual employment in the summer intersession shall be contingent upon sufficient class enrollment.

2. Where feasible, initial offers of employment for an anticipated summer intersession shall be made by April 1. Faculty members shall either accept or reject such initial offer within fourteen (14) calendar days of the time at which the offer was made. Faculty members who receive an offer of employment after April 1 shall accept or reject the offer within a reasonable time which will be established by the District. In the summer intersession printed schedule, the District shall make every reasonable effort to include the names

of the assigned instructors.

3. Any provisions in the Agreement applicable to class size in overload assignments during the regular school year shall also be applicable to the summer intersession.

4. The Full Time Equivalent (F.T.E.) for all intersession courses shall be maintained at the level of the regular school year. F.T.E. for counselors, learning skills specialists, librarians, and school nurses shall be determined on the basis of thirty-five (35) hours of work equal to 0.0666... F.T.E.

5. The District may assign a summer intersession load of up to 0.4666... F.T.E. Exceptions to this limit may occur by mutual agreement between the faculty member and the District.

F. Leaves

1. Sick Leave. Sick leave during summer intersession is allowed for regular and contract employees of the district who receive summer assignments, on an earned, accumulative basis of 0.2500 of one day for each 0.0666... F.T.E. of service provided by that faculty member during the summer intersession.

Sick leave earned in summer intersession, as described in the preceding paragraph, will be cumulative with sick leave earned during the contract year. Summer sick leave may be used during the contract year and sick leave earned during the contract year may be used during the summer intersession.

Sick leave for part-time, hourly teachers in the summer intersession is earned at the rate of one hour for each eighteen (18) hours of summer intersession teaching and may be cumulative. Part-time hourly sick leave earned in summer intersession may be used by a part-time hourly teacher during the school year.

The provisions of Article XIII, Sections B.5, B.6 and B.7 are also applicable.

2. Bereavement. The provisions of Article XII, Section E shall be applicable.

3. Personal Necessity. The provisions of Article XIII, Section F shall be applicable. It is agreed that the total number of allowable personal necessity days during any fiscal year shall not exceed 6.

4. Jury Duty. The provisions of Article XIII, Section H shall be applicable. In the event that an employee receiving an intersession assignment is called to jury duty at a time which conflicts with summer intersession duties, the employee shall notify the District Personnel Office immediately after being notified of such call and also shall make every good faith effort to have any such jury duty served during the summer period at times which do not conflict with summer intersession.

5. Industrial Accident Leave. The provisions of Article XIII, Section I shall be applicable.

6. Unpaid Leave. The District may grant unpaid leaves of absence.

Article XXII - DURATION AND TERMINATION

A. This Agreement, when ratified and executed by each party hereto, shall constitute the sole Agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto. This Agreement is effective on the date of its execution and shall remain in effect through August 31, 1990.

B. The Association and the District shall have the right to reopen negotiations and to seek to amend this Agreement solely with respect to Article VII (Salaries) for the 1988-1989 and the 1989-1990 academic years.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Faculty Salary Schedule
Effective September 1, 1986

	B AB	C MA	D MA + 15	E MA + 30	F MA + 45	G MA + 60	H Doctorate
1.	$22,448	$23,891	$25,333	$26,773	$28,212	$29,657	$31,102
2.	23,594	25,033	26,479	27,919	29,359	30,799	32,240
3.	24,737	26,175	27,617	29,055	30,497	31,940	33,385
4.	25,875	27,317	28,758	30,198	31,637	33,080	34,524
5.	27,016	28,453	29,898	31,339	32,779	34,220	35,662
6.	28,160	29,596	31,037	32,477	33,919	35,364	36,809
7.	29,297	30,738	32,175	33,622	35,061	36,503	37,944
8.	30,441	31,879	33,321	34,764	36,203	37,645	39,086
9.	31,575	33,020	34,457	35,900	37,343	38,784	40,224
10.	32,719	34,161	35,602	37,045	38,482	39,924	41,365
11.	"	35,303	36,740	38,185	39,622	41,066	42,511
12.	"	"	"	39,324	40,767	42,206	43,645
13.	"	"	"	"	41,907	43,346	44,784
16.	33,539	36,182	37,659	40,307	42,955	44,431	45,906
19.	34,355	37,066	38,576	41,293	44,000	45,514	47,027
22.	35,174	37,947	39,497	42,275	45,048	46,598	48,148

All AB degrees, MA degrees, and Doctor's degrees must be earned from an institution accredited by a regional or specialized accrediting agency recognized by the Council on Postsecondary Accreditation.

Step advancement shall be awarded at the beginning of the semester following the completion of two (2) full semesters of employment as a full-time contract or regular faculty member in the District.

Employees shall be eligible for steps 16, 19, or 22 after completing 15, 18 or 21 years respectively of paid service in the District.

Amended: September 15, 1987

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
OCCUPATIONAL FACULTY SALARY SCHEDULE

Purpose of the Schedule. The Occupational Faculty Salary Schedule is designed to equate occupational experience and college units with academic degrees in order to allow the District to offer a competitive salary to individuals for teaching positions in occupational subjects. This schedule shall be used in the initial placement of faculty members employed to teach in an occupational subject area. It shall also be used for the subsequent upward mobility of faculty members initially placed on this schedule. AB and MA degrees used for initial placement and subsequent progression on the salary schedule should be either directly related to the subject named on the credential or from the Occupational Education discipline. Recommendation of subject relationship of work completed for progression on this schedule shall be by an ad hoc committee of technical, professional peers appointed by the Professional Growth and Sabbatical Leave Committee.

Placement on the Schedule. The criteria for initial placement and subsequent upward mobility of faculty members initially placed on this schedule is determined by the type of credential required, the years of occupational experience, and the degrees held and/or number of college units earned. One step will be granted for each two years of allowable occupational experience beyond that which is required for the credential. One step will be granted for each full year of appropriate teaching experience. Initial placement on the salary schedule shall be limited to a maximum of Step 6.

Credentials. The credential required may be a Class A Vocational, a full time Standard Designated Subjects, or full time Community College Instructor Credential authorizing the teaching of an occupational subject.

I. Salary placement for occupational faculty employed with less than an AB Degree shall be as follows:

B. Temporary Credential or Permanent (5 year of lifetime clear) Credential
C. Permanent Credential including 60 college semester units
D. Permanent Credential including 90 college semester units
E. Permanent Credential plus AB Degree
F. Permanent Credential plus AB Degree plus MA Degree
G. Permanent Credential plus AB Degree plus MA Degree plus 15 units
H. Permanent Credential plus Earned Doctorate

II. Salary placement for occupational faculty employed with an AB Degree, or an MA Degree, shall be as follows:

B. Temporary Credential plus AB Degree
C. Permanent Credential plus AB Degree
D. Permanent Credential plus AB Degree plus 15 units
E. Permanent Credential plus AB Degree plus 30 units
F. Permanent Credential plus AB Degree plus 45 units, including MA Degree
G. Permanent Credential plus AB Degree plus 60 units, including MA Degree
H. Permanent Credential plus Earned Doctorate

Amended: September 15, 1987

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Hourly Salary Schedule
Effective September 1, 1986

	Group 1	Group 2	Group 3
Step 1	$19.66	$21.65	$25.50
Step 2	21.65	23.52	27.50
Step 3	23.52	25.50	29.45

Group 1. Those teachers whose education and experience are not sufficient to place them in Column B or higher of the Riverside Community College District Faculty Salary Schedule; those teachers whose teaching credentials limit them to teaching classes organized primarily for adults; and those teachers of laboratory classes, reading improvement and non-credit classes for adults.

Group 2. Those teachers, counselors, librarians, and school nurses, whose education and experience would place them in Column B of the Riverside Community College District Faculty Salary Schedule.

Group 3. Those teachers, counselors, librarians, and school nurses, whose education and experience would place them in Column C, D, E, F, G or H of the Riverside Community College District Faculty Salary Schedule.

Teachers in all groups shall be required to maintain a class for two semesters at Riverside Community College before moving to Step 2, and for four semesters at Riverside Community College before moving to Step 3.

Amended: September 15, 1987

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Extra Pay for Extra-Curricular Activities
Effective September 1, 1986

Athletic Coaches

Head Football Coach	$ 3,210
Assistant Football Coach	1,714
Head Basketball Coach - Men	2,570
Assistant Basketball Coach - Men	1,714
Head Baseball Coach	2,450
Head Track Coach	2,140
Assistant Track Coach	1,605
Head Tennis Coach	1,981
Head Golf Coach	1,981
Head Cross Country Coach	1,605
Assistant Baseball Coach	1,714
Intramural Coordinator	1,498
Assistant Director, Athletics	2,450
Head Basketball Coach - Women	2,140
Assistant Basketball Coach - Women	1,605
Volleyball Coach	1,981
Softball Coach - Women	2,140
Assistant Softball Coach - Women	1,605

Other Activities

Cosmetology Competition Coach	983
Model United Nations Coach	983
Forensics	1,714
Auxiliary Unit	1,605
Director of Marching Bands	2,140
Director of Jazz Band	2,140
Director of Choirs	2,140
Director of Dance	1,605
Musical Director	857
Supervisor, Pep Squad	1,605
Manager, Automotive Repair	1,284
Manager, Production Printing	1,284
Supervisor, Physical Science Stock Room	1,284
Planetarium Coordinator	5% of contract faculty

Additional Considerations

As other activities are introduced into the College extra-curricular activities program proposed salary will be recommended to the Board of Trustees at that time.

The listing of the foregoing activities shall not be construed to mean that the District cannot eliminate or modify any such activity.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Cooperative Work Experience
Compensation Procedure

It is assumed that the instructor/coordinator will spend an average of 3½ hours per work experience student per semester for supervising, locating work experience stations, and completing the necessary paperwork. The factor of "3½" is used to multiply the lab rate (Group 1, Step 1, Hourly Salary Schedule) for each work experience student assigned to the instructor/coordinator on an overload basis.

Approved: December 18, 1981

RIVERSIDE COMMUNITY COLLEGE DISTRICT

*Salary Schedule for Child Development Center Employees
in Positions Requiring Certification

Effective September 1, 1986

Range	Step 1	Step 2	Step 3	Step 4	Step 5
1	$13,316	$13,997	$14,695	$15,425	$16,189

*Based on 10-month employment

Child Development Center Assistants — Range 1

Step advancement shall be made at the start of the semester following the completion of two (2) full semesters of employment in the position in the Riverside Community College District.

Amended: September 15, 1987

APPENDIX F

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RIVERSIDE COMMUNITY COLLEGE DISTRICT

Department Chairperson Compensation
Effective September 1, 1986

All Department Chairpersons shall receive a flat stipend of Seven Hundred Twenty One dollars ($721.00) per academic year of fulfilling duties as Department Chairperson.

Amended: September 15, 1987

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Summer Intersession Salary Schedule
1987

A Riverside Community College summer intersession faculty member who receives a regular summer intersession assignment shall be placed on this salary schedule in accordance with established District practice used in the college year. Step and column placement will be made in accordance with verified education and experience as of the opening day of summer intersession.

Summer intersession salary for each faculty member shall be calculated by multiplying the dollar amount for the appropriate column and step by the number of lecture unit equivalents assigned by the District.

	B AB	C MA	D MA+15	E MA+30	F MA+45	G MA+60	H Doctorate
1.	$468	$497	$528	$558	$588	$618	$648
2.	492	522	552	581	611	641	672
3.	515	545	575	605	636	666	695
4.	539	569	600	629	659	689	719
5.	562	593	623	653	683	712	743
6.	587	617	646	676	707	737	767
7.	610	640	670	701	731	760	790
8.	634	665	694	724	754	784	815
9.	658	688	718	748	779	808	838
10.	682	711	741	772	802	832	862
11.		736	766	796	825	855	886
12.				819	849	880	910
13.					873	903	933

Amended: September 15, 1987

APPENDIX A

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RIVERSIDE COMMUNITY COLLEGE DISTRICT

Faculty Salary Schedule
Effective September 1, 1987

	B AB	C MA	D MA + 15	E MA + 30	F MA + 45	G MA + 60	H Doctorate
1.	$22,897	$24,369	$25,840	$27,308	$28,776	$30,250	$31,724
2.	24,066	25,534	27,009	28,477	29,946	31,415	32,885
3.	25,232	26,699	28,169	29,636	31,107	32,579	34,053
4.	26,393	27,863	29,333	30,802	32,270	33,742	35,214
5.	27,556	29,022	30,496	31,966	33,435	34,904	36,375
6.	28,723	30,188	31,658	33,127	34,597	36,071	37,545
7.	29,883	31,353	32,819	34,294	35,762	37,233	38,703
8.	31,050	32,517	33,987	35,459	36,927	38,398	39,868
9.	32,207	33,680	35,146	36,618	38,090	39,560	41,028
10.	33,373	34,844	36,314	37,786	39,252	40,722	42,192
11.	"	36,009	37,475	38,949	40,414	41,887	43,361
12.	"	"	"	40,110	41,582	43,050	44,518
13.	"	"	"	"	42,745	44,213	45,680
16.	34,210	36,906	38,412	41,113	43,814	45,320	46,824
19.	35,042	37,807	39,348	42,119	44,880	46,424	47,968
22.	35,877	38,706	40,287	43,121	45,949	47,530	49,111

All AB degrees, MA degrees, and Doctor's degrees must be earned from an institution accredited by a regional or specialized accrediting agency recognized by the Council on Postsecondary Accreditation.

Step advancement shall be awarded at the beginning of the semester following the completion of two (2) full semesters of employment as a full-time contract or regular faculty member in the District.

Employees shall be eligible for steps 16, 19, or 22 after completing 15, 18 or 21 years respectively of paid service in the District.

Amended: September 15, 1987

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
OCCUPATIONAL FACULTY SALARY SCHEDULE

Purpose of the Schedule. The Occupational Faculty Salary Schedule is designed to equate occupational experience and college units with academic degrees in order to allow the District to offer a competitive salary to individuals for teaching positions in occupational subjects. This schedule shall be used in the initial placement of faculty members employed to teach in an occupational subject area. It shall also be used for the subsequent upward mobility of faculty members initially placed on this schedule. AB and MA degrees used for initial placement and subsequent progression on the salary schedule should be either directly related to the subject named on the credential or from the Occupational Education discipline. Recommendation of subject relationship of work completed for progression on this schedule shall be by an ad hoc committee of technical, professional peers appointed by the Professional Growth and Sabbatical Leave Committee.

Placement on the Schedule. The criteria for initial placement and subsequent upward mobility of faculty members initially placed on this schedule is determined by the type of credential required, the years of occupational experience, and the degrees held and/or number of college units earned. One step will be granted for each two years of allowable occupational experience beyond that which is required for the credential. One step will be granted for each full year of appropriate teaching experience. Initial placement on the salary schedule shall be limited to a maximum of Step 6.

Credentials. The credential required may be a Class A Vocational, a full time Standard Designated Subjects, or full time Community College Instructor Credential authorizing the teaching of an occupational subject.

I. Salary placement for occupational faculty employed with less than an AB Degree shall be as follows:

   B. Temporary Credential or Permanent (5 year of lifetime clear) Credential
   C. Permanent Credential including 60 college semester units
   D. Permanent Credential including 90 college semester units
   E. Permanent Credential plus AB Degree
   F. Permanent Credential plus AB Degree plus MA Degree
   G. Permanent Credential plus AB Degree plus MA Degree plus 15 units
   H. Permanent Credential plus Earned Doctorate

II. Salary placement for occupational faculty employed with an AB Degree, or an MA Degree, shall be as follows:

   B. Temporary Credential plus AB Degree
   C. Permanent Credential plus AB Degree
   D. Permanent Credential plus AB Degree plus 15 units
   E. Permanent Credential plus AB Degree plus 30 units
   F. Permanent Credential plus AB Degree plus 45 units, including MA Degree
   G. Permanent Credential plus AB Degree plus 60 units, including MA Degree
   H. Permanent Credential plus Earned Doctorate

Amended: September 15, 1987

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Hourly Salary Schedule
Effective September 1, 1987

	Group 1	Group 2	Group 3
Step 1	$20.05	$22.08	$26.01
Step 2	22.08	23.99	28.05
Step 3	23.99	26.01	30.04

Group 1. Those teachers whose education and experience are not sufficient to place them in Column B or higher of the Riverside Community College District Faculty Salary Schedule; those teachers whose teaching credentials limit them to teaching classes organized primarily for adults; and those teachers of laboratory classes, reading improvement and non-credit classes for adults.

Group 2. Those teachers, counselors, librarians, and school nurses, whose education and experience would place them in Column B of the Riverside Community College District Faculty Salary Schedule.

Group 3. Those teachers, counselors, librarians, and school nurses, whose education and experience would place them in Column C, D, E, F, G or H of the Riverside Community College District Faculty Salary Schedule.

Teachers in all groups shall be required to maintain a class for two semesters at Riverside Community College before moving to Step 2, and for four semesters at Riverside Community College before moving to Step 3.

Amended: September 15, 1987

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Extra Pay for Extra-Curricular Activities
Effective September 1, 1987

Athletic Coaches

Head Football Coach	$ 3,274
Assistant Football Coach	1,748
Head Basketball Coach - Men	2,621
Assistant Basketball Coach - Men	1,748
Head Baseball Coach	2,499
Head Track Coach	2,183
Assistant Track Coach	1,637
Head Tennis Coach	2,021
Head Golf Coach	2,021
Head Cross Country Coach	1,637
Assistant Baseball Coach	1,748
Intramural Coordinator	1,528
Assistant Director, Athletics	2,499
Head Basketball Coach - Women	2,183
Assistant Basketball Coach - Women	1,637
Volleyball Coach	2,021
Softball Coach - Women	2,183
Assistant Softball Coach - Women	1,637

Other Activities

Cosmetology Competition Coach	1,003
Model United Nations Coach	1,003
Forensics	1,748
Auxiliary Unit	1,637
Director of Marching Bands	2,183
Director of Jazz Band	2,183
Director of Choirs	2,183
Director of Dance	1,637
Musical Director	874
Supervisor, Pep Squad	1,637
Manager, Automotive Repair	1,310
Manager, Production Printing	1,310
Supervisor, Physical Sci e Stock Room	1,310
Planetarium Coordinator	5% of Contract Salary

Additional Considerations

As other activities are introduced into the College extra-curricular activities program proposed salary will be recommended to the Board of Trustees at that time.

The listing of the foregoing activities shall not be construed to mean that the District cannot eliminate or modify any such activity.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

*Salary Schedule for Child Development Center Employees
in Positions Requiring Certification

Effective September 1, 1987

Range	Step 1	Step 2	Step 3	Step 4	Step 5
1	$13,582	$14,277	$14,989	$15,734	$16,513

*Based on 10-month employment

Child Development Center Assistants — Range 1

Step advancement shall be made at the start of the semester following the completion of two (2) full semesters of employment in the position in the Riverside Community College District.

Amended: September 15, 1987

APPENDIX F

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Department Chairperson Compensation
Effective September 1, 1987

All Department Chairpersons shall receive a flat stipend of Seven Hundred Thirty Five dollars ($735.00) per academic year of fulfilling duties as Department Chairperson.

Amended: September 15, 1987

RIVERSIDE COMMUNITY COLLEGE DISTRICT

AND

RIVERSIDE COMMUNITY COLLEGE ASSOCIATION, CTA/NEA

MEMORANDUM OF AGREEMENT
RE 1987-1988 College Calendar

THIS AGREEMENT is made and entered into this ___ day of October, 1987, by and between the Riverside Community College District (hereinafter called the "District") and the Riverside Community College Association, CTA/NEA, (hereinafter called the "Association"), pursuant to Article IX, Section A.

1. The College Calendar for 1987-88, dated 01/20/87, shall be as identified in Appendix G, attached. The Fall Semester to begin on September 14, 1987, and end on January 29, 1988. The Spring Semester to begin on February 8, 1988, and end on June 21, 1988. Pre-school meetings for new faculty members shall be held on September 8, 9, 10 and 11, 1987. Pre-school meetings for continuing faculty members shall be held on September 9, 10 and 11, 1987. June 21, 1988, a day of final examinations and Graduation Day, shall be a service day. All regular and contract faculty members shall be required to participate in the commencement program in addition to scheduled examinations.

2. January 18, 1988, and February 1 through February 5, 1988, shall be service days for all counselors; the Enabler for the Handicapped; and any members of the faculty whose services during those six (6) days are determined by the District to be vital and necessary to the operation of the college. It is understood that such assignment of faculty members shall not be made for punitive reasons. Compensatory time off or hourly pay, at the discretion of the faculty member, will be provided for any staff member covered by the Agreement who is required to be on duty during that time.

3. The teaching days for the 1987-88 college year be set at 175.

Dated: October 13, 1987

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By John M. Matuchek

Dated: 13 Oct 1987

RIVERSIDE COMMUNITY COLLEGE ASSOCIATION, CTA/NEA

By John C Elliott

APPENDIX G

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RIVERSIDE COMMUNITY COLLEGE
Calendar 1987-88

M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	DAYS
June 1987					July															
22	23	24	25	26	29	30	1	2	(3)	6	7	8	9	10	13	14	15	16	17	
					August															
20	21	22	23	24	27	28	29	30	31	3	4	5	6	7	10	11	12	13	14	
										September										
17	18	19	20	21	24	25	26	27	28	31	1	2	3	4	(7)	8	9	10	11	
										October										
14	15	16	17	18	21	22	23	24	25	28	29	30	1	2	5	6	7	8	9	20
															November					
12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	2	3	4	5	6	20
															December					
(9)	10	11	12	13	16	17	18	19	20	23	24	25	(26)	◇27	30	1	2	3	4	17
7	8	9	10	11	14	15	16	17	18	[21	22	23	◇24	(25)	[28	29	30	◇31	(1)	10
January 1988																				
4	5	6	7	8	11	12	13	14	15	[18]	19	20	21	22	25	26	27	28	29	19
																				86
February																				
[1	2	3	4	5]	8	9	10	11	(12)	(15)	16	17	18	19	22	23	24	25	26	13
March																				
29	1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	20
				April																
28	29	30	31	1	4	5	6	7	8	[11	12	13	14	15]	18	19	20	21	22	15
				May																
25	26	27	28	29	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	20
					June															
23	24	25	26	27	(30)	31	1	2	3	6	7	8	9	10	13	14	15	16	17	19
					July															
20	△21	22	23	24	27	28	29	30	1	(4)	5	6	7	8	11	12	13	14	15	2
																				89
																				175
					August															
18	19	20	21	22	25	26	27	28	29	1	2	3	4	5	8	9	10	11	12	
15	16	17	18	19	22	23	24	25	26	29	30	31	1	2						

(○) Legal Holiday

◇ College Holiday

△ Graduation

[ ] Classes not in session; all offices open

═══ Final Examinations

MOA 5/87-88

A85

RIVERSIDE COMMUNITY COLLEGE DISTRICT

AND

RIVERSIDE COMMUNITY COLLEGE ASSOCIATION, CTA/NEA

MEMORANDUM OF AGREEMENT
RE. Article X - Maximum Class Size

THIS AGREEMENT is made and entered into this __th day of October, 1987, by and between the Riverside Community College District (hereinafter called the "District"), and the Riverside Community College Association, CTA/NEA, (hereinafter called the "Association"). In accordance with provisions of Article X, Section E.6 of the Agreement, the District and the Association hereby agree to the maximum class size for courses in the Natural Sciences Division, as shown herein:

Course	Class Size
Anatomy & Physiology (lab)	32
Astronomy (lect)	50
Biology (lab)	35
Botany (lab)	28
Chemistry (lab)	35
Geology (lab)	35
Health Science (lect)	109
Mathematics (lect)	50
Microbiology (lab)	28
Physical Science (lect)	50
Physics (lab)	24

Where a laboratory is offered, lecture classes shall be offered in multiples of the listed laboratory class size to the extent classroom size will permit.

Dated: Oct. 13, 1987

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By John M. Matuleich

Dated: 13 Oct 1987

RIVERSIDE COMMUNITY COLLEGE ASSOCIATION, CTA/NEA

By John C Elliott

MOA 3/87-88

APPENDIX A

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Faculty Salary Schedule
Effective February 1, 1988

	B AB	C MA	D MA + 15	E MA + 30	F MA + 45	G MA + 60	H Doctorate
1.	$23,355	$24,856	$26,357	$27,854	$29,352	$30,855	$32,358
2.	24,547	26,045	27,549	29,047	30,545	32,043	33,543
3.	25,737	27,233	28,732	30,229	31,729	33,231	34,734
4.	26,921	28,420	29,920	31,418	32,915	34,417	35,918
5.	28,107	29,602	31,106	32,605	34,104	35,602	37,103
6.	29,297	30,792	32,291	33,790	35,289	36,792	38,296
7.	30,481	31,980	33,475	34,980	36,477	37,978	39,477
8.	31,671	33,167	34,667	36,168	37,666	39,166	40,665
9.	32,851	34,354	35,849	37,350	38,852	40,351	41,849
10.	34,040	35,541	37,040	38,542	40,037	41,536	43,036
11.	"	36,729	38,225	39,728	41,222	42,725	44,228
12.	"	"	"	40,912	42,414	43,911	45,408
13.	"	"	"	"	43,600	45,097	46,594
16.	34,894	37,644	39,180	41,935	44,690	46,226	47,760
19.	35,743	38,563	40,135	42,961	45,778	47,352	48,927
22.	36,595	39,480	41,093	43,983	46,868	48,481	50,093

All AB degrees, MA degrees, and Doctor's degrees must be earned from an institution accredited by a regional or specialized accrediting agency recognized by the Council on Postsecondary Accreditation.

Step advancement shall be awarded at the beginning of the semester following the completion of two (2) full semesters of employment as a full-time contract or regular faculty member in the District.

Employees shall be eligible for steps 16, 19, or 22 after completing 15, 18 or 21 years respectively of paid service in the District.

Amended: September 15, 1987

A89

RIVERSIDE COMMUNITY COLLEGE DISTRICT
OCCUPATIONAL FACULTY SALARY SCHEDULE

Purpose of the Schedule. The Occupational Faculty Salary Schedule is designed to equate occupational experience and college units with academic degrees in order to allow the District to offer a competitive salary to individuals for teaching positions in occupational subjects. This schedule shall be used in the initial placement of faculty members employed to teach in an occupational subject area. It shall also be used for the subsequent upward mobility of faculty members initially placed on this schedule. AB and MA degrees used for initial placement and subsequent progression on the salary schedule should be either directly related to the subject named on the credential or from the Occupational Education discipline. Recommendation of subject relationship of work completed for progression on this schedule shall be by an ad hoc committee of technical, professional peers appointed by the Professional Growth and Sabbatical Leave Committee.

Placement on the Schedule. The criteria for initial placement and subsequent upward mobility of faculty members initially placed on this schedule is determined by the type of credential required, the years of occupational experience, and the degrees held and/or number of college units earned. One step will be granted for each two years of allowable occupational experience beyond that which is required for the credential. One step will be granted for each full year of appropriate teaching experience. Initial placement on the salary schedule shall be limited to a maximum of Step 6.

Credentials. The credential required may be a Class A Vocational, a full time Standard Designated Subjects, or full time Community College Instructor Credential authorizing the teaching of an occupational subject.

I. Salary placement for occupational faculty employed with less than an AB Degree shall be as follows:

B. Temporary Credential or Permanent (5 year of lifetime clear) Credential
C. Permanent Credential including 60 college semester units
D. Permanent Credential including 90 college semester units
E. Permanent Credential plus AB Degree
F. Permanent Credential plus AB Degree plus MA Degree
G. Permanent Credential plus AB Degree plus MA Degree plus 15 units
H. Permanent Credential plus Earned Doctorate

II. Salary placement for occupational faculty employed with an AB Degree, or an MA Degree, shall be as follows:

B. Temporary Credential plus AB Degree
C. Permanent Credential plus AB Degree
D. Permanent Credential plus AB Degree plus 15 units
E. Permanent Credential plus AB Degree plus 30 units
F. Permanent Credential plus AB Degree plus 45 units, including MA Degree
G. Permanent Credential plus AB Degree plus 60 units, including MA Degree
H. Permanent Credential plus Earned Doctorate

Amended: September 15, 1987

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Hourly Salary Schedule
Effective February 1, 1988

	Group 1	Group 2	Group 3
Step 1	$20.45	$22.52	$26.53
Step 2	22.52	24.47	28.61
Step 3	24.47	26.53	30.64

Group 1. Those teachers whose education and experience are not sufficient to place them in Column B or higher of the Riverside Community College District Faculty Salary Schedule; those teachers whose teaching credentials limit them to teaching classes organized primarily for adults; and those teachers of laboratory classes, reading improvement and non-credit classes for adults.

Group 2. Those teachers, counselors, librarians, and school nurses, whose education and experience would place them in Column B of the Riverside Community College District Faculty Salary Schedule.

Group 3. Those teachers, counselors, librarians, and school nurses, whose education and experience would place them in Column C, D, E, F, G or H of the Riverside Community College District Faculty Salary Schedule.

Teachers in all groups shall be required to maintain a class for two semesters at Riverside Community College before moving to Step 2, and for four semesters at Riverside Community College before moving to Step 3.

Amended: September 15, 1987

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Extra Pay for Extra-Curricular Activities
Effective February 1, 1988

Athletic Coaches

Head Football Coach	$ 3,339
Assistant Football Coach	1,783
Head Basketball Coach - Men	2,673
Assistant Basketball Coach - Men	1,783
Head Baseball Coach	2,549
Head Track Coach	2,227
Assistant Track Coach	1,670
Head Tennis Coach	2,061
Head Golf Coach	2,061
Head Cross Country Coach	1,670
Assistant Baseball Coach	1,783
Intramural Coordinator	1,559
Assistant Director, Athletics	2,549
Head Basketball Coach - Women	2,227
Assistant Basketball Coach - Women	1,670
Volleyball Coach	2,061
Softball Coach - Women	2,227
Assistant Softball Coach - Women	1,670

Other Activities

Cosmetology Competition Coach	1,023
Model United Nations Coach	1,023
Forensics	1,783
Auxiliary Unit	1,670
Director of Marching Bands	2,227
Director of Jazz Band	2,227
Director of Choirs	2,227
Director of Dance	1,670
Musical Director	891
Supervisor, Pep Squad	1,670
Manager, Automotive Repair	1,336
Manager, Production Printing	1,336
Supervisor, Physical Science Stock Room	1,336
Planetarium Coordinator	5% of contract salary

Additional Considerations

As other activities are introduced into the College extra-curricular activities program proposed salary will be recommended to the Board of Trustees at that time.

The listing of the foregoing activities shall not be construed to mean that the District cannot eliminate or modify any such activity.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

*Salary Schedule for Child Development Center Employees
in Positions Requiring Certification

Effective February 1, 1988

Range	Step 1	Step 2	Step 3	Step 4	Step 5
1	$13,854	$14,563	$15,289	$16,049	$16,843

*Based on 10-month employment

Child Development Center Assistants — Range 1

Step advancement shall be made at the start of the semester following the completion of two (2) full semesters of employment in the position in the Riverside Community College District.

Amended: September 15, 1987

APPENDIX F

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Department Chairperson Compensation

Effective February 1, 1988

All Department Chairpersons shall receive a flat stipend of Seven Hundred Fifty dollars ($750.00) per academic year of fulfilling duties as Department Chairperson.

Amended: September 15, 1987

APPENDIX B

A 94

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Summer Intersession Salary Schedule*
1988

A Riverside Community College summer intersession faculty member who receives a regular summer intersession assignment shall be placed on this salary schedule in accordance with established District practice used in the college year. Step and column placement will be made in accordance with verified education and experience as of the opening day of summer intersession.

The figures below represent the salary for one (1.0) Full-Time Equivalent Summer Teaching Assignment. In order to calculate summer intersession salary, multiply summer session F.T.E. assigned by the District, times the dollar amount for the appropriate column and step.

EXAMPLE: Column E, Step 6
$10,559 x .4000 F.T.E. = $4,224

	B AB	C MA	D MA+15	E MA+30	F MA+45	G MA+60	H Doctorate
1.	$ 7,298	$ 7,768	$ 8,237	$ 8,704	$ 9,173	$ 9,642	$10,112
2.	7,671	8,139	8,609	9,077	9,545	10,013	10,482
3.	8,043	8,510	8,979	9,447	9,915	10,385	10,854
4.	8,413	8,881	9,350	9,818	10,286	10,755	11,224
5.	8,783	9,251	9,721	10,189	10,658	11,126	11,595
6.	9,155	9,623	10,091	10,559	11,028	11,498	11,968
7.	9,525	9,994	10,461	10,931	11,399	11,868	12,337
8.	9,897	10,365	10,833	11,303	11,771	12,239	12,708
9.	10,266	10,736	11,203	11,672	12,141	12,610	13,078
10.	10,638	11,107	11,575	12,044	12,512	12,980	13,449
11.	"	11,478	11,945	12,415	12,882	13,352	13,821
12.	"	"	"	12,785	13,254	13,722	14,190
13.	"	"	"	"	13,625	14,093	14,561

*The conversion formula used to develop this schedule is as follows:
Base (Faculty) Salary, Spring 1988 ÷ 2 x 5/8

Amended:

ERIC Clearinghouse for Junior Colleges
OCT 28 1988